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11 UNITED STATES DISTRICT COURT
12 DISTRICT OF NEVADA

13 WILMINGTON TRUST COMPANY, as
14 Successor to U.S. BANK NATIONAL
15 ASSOCIATION as Trustee for MASTR
16 ALTERNATIVE LOAN TRUST 2004-8
17 MORTGAGE PASS-THROUGH
18 CERTIFICATES, SERIES 2004-8,

18 Plaintiff,

19 vs.

20 YOLANDA MALAVAR-JAIMEZ, an
21 individual; SFR INVESTMENTS POOL 1,
22 LLC, a Nevada limited liability company;
23 PACIFIC VINTAGE OWNERS'
24 ASSOCIATION, a Nevada non-profit
25 corporation; GEORGE TAPIA, an
26 individual; and DONNA TAPIA, an
27 individual,

26 Defendants.

CASE NO: 2:17-cv-02537-JAD-VCF

**STIPULATION AND ORDER
DISMISSING DONNA VILLANUEVA
F/K/A DONNA TAPIA**

ECF No. 13

1 Pursuant to Fed. R. Civ. P. 41(a), JPMorgan Chase Bank, N.A. ("**Chase**"), by and
2 through its counsel of record, and Donna Villanueva f/k/a Donna Tapia ("**Tapia**"), in proper
3 person, hereby stipulate and agree as follows:
4

5 1. On September 29, 2017, Chase filed its Complaint in this action naming Tapia
6 as a defendant.

7 2. Chase hereby agrees to voluntarily dismiss Tapia.

8 3. Although Tapia is no longer a party to this action, Chase and Tapia agree that
9 Tapia shall be bound by, and cooperate in the enforcement of, any final judgment entered in
10 this case, including, without limitation, any judgment entered quieting title or granting
11 declaratory relief as between Chase and the remaining defendants, regarding their respective
12 interests in that certain real property commonly known as 10421 Pacific Sageview Lane, Las
13 Vegas, Nevada 89134, APN 137-24-813-126 (the "**Property**").
14

15 4. Tapia disclaims any interest in and to the Property.

16 5. Tapia further agrees to respond to any third party discovery (if any) that Chase
17 may propound on Tapia, in accordance with any orders entered in this case and the Federal
18 Rules of Civil Procedure.
19

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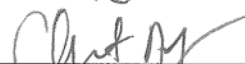
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28 ...

6. Tapia and Chase shall each bear their own attorneys' fees and costs, if any, incurred in this matter.


SMITH LARSEN & WIXOM

Dated this 8th day of ^{January}~~DECEMBER~~ 2018.


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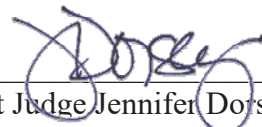
DONNA VILLANUEVA F/K/A DONNA TAPIA

Dated this 8 day of ^{DECEMBER}~~November~~, 2017.


 207 Elkwood Ave., Unit 6
 Imperial Beach, CA 91932
 Defendant in proper person

ORDER

Based on the parties' stipulation [ECF No. 13], which I construe as a joint motion under LR 7-1(c) because it is between fewer than all parties to this action, and with good cause appearing, IT IS HEREBY ORDERED that **all claims against Donna Villanueva fka Donna Tapia are DISMISSED without prejudice**, each party to bear its own fees and costs.


 U.S. District Judge Jennifer Dorsey
 January 12, 2018